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Register of Deeds, Douglas County, NE  
10/26/2016 13:40:19.76



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RETURN TO:

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CHECK NUMBER

815125

PERMANENT EASEMENT

THIS AGREEMENT, made this 17<sup>th</sup> day of October, 2016, between ANCHOR POINTE DEVELOPMENT, LLC, a Nebraska limited liability company ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision ("Grantee"),

WITNESS:

Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, and pipeline markers together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Lots 50 and 51 of Anchor Pointe, which is part of the Northeast ¼ of the Southeast ¼ of Section 28, Township 16 North, Range 11 East of the 6<sup>th</sup> Principal Meridian in Douglas County, Nebraska, and described as follows:

The southerly 5' of Lots 50 and 51 as they abut the right-of-way of Potter Street.

This permanent easement contains 0.0178 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the permanent easement any building or structure, except pavement or a similar covering, and shall not permit anyone else to do so.
2. The Grantee shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
3. The Grantor is the lawful possessor of this real estate; has good, right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

*Please file & return to:*

Rick Kubat, Government Relations Attorney  
Metropolitan Utilities District  
1723 Harney Street  
Omaha, Nebraska 68102-1960

4. The person executing this instrument has authority to execute it on behalf of the limited liability company.

IN WITNESS WHEREOF, Grantor executes this Permanent Easement to be signed on the above date.

ANCHOR POINTE DEVELOPMENT, LLC, a  
Nebraska limited liability company, Grantor

By: [Signature]  
 Authorized Representative

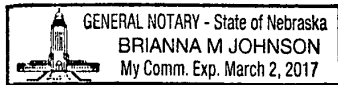
Tim Young  
 Printed Name

Admin Member  
CHAIRMAN  
 Title

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
) ss  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on October 17, 2016,  
by Tim Young, Admin. Member of Anchor  
Pointe Development, LLC, on behalf of the limited liability company.



[Signature] CHAIRMAN (RK)  
 Notary Public

